



Software Warranty Addendum

TO SOFTWARE PRODUCT DESCRIPTION

SOFTWARE PRODUCTS

The software product is warranted to conform to the Software Product Description (SPD). This means that DIGITAL will remedy any nonconformance when it is reported to DIGITAL by the customer during the warranty period.

The warranty period is 12 months. It begins when the software is installed or thirty (30) days after delivery to the end user, whichever occurs first and expires 12 months later. All warranty related support for this software will end 180 days after release of the subsequent version.

Warranty is provided in the country of purchase. DIGITAL will provide a service location which will accept reporting (in a format prescribed by DIGITAL) of a nonconformance problem caused when using the licensed software under normal conditions as defined by the SPD. DIGITAL will remedy a nonconformance problem in the current unaltered release of the licensed software by issuing correction information such as: correction documentation, corrected code, or notice of availability of corrected code; or a restriction or a bypass. The customer will be responsible for the preparation and submission of the problem report to the service location.

WARRANTY EXCLUSION

DIGITAL DOES NOT WARRANT THAT THE SOFTWARE LICENSED TO CUSTOMER SHALL BE ERROR FREE, THAT THE SOFTWARE SHALL OPERATE WITH ANY HARDWARE AND SOFTWARE OTHER THAN AS SPECIFIED IN THIS SPD, THAT THE SOFTWARE SHALL SATISFY CUSTOMER'S OWN SPECIFIC REQUIREMENTS, OR THAT COPIES OF THE SOFTWARE OTHER THAN THOSE PROVIDED OR AUTHORIZED BY DIGITAL SHALL CONFORM TO THE SPD.

DIGITAL MAKES NO WARRANTIES WITH RESPECT TO THE FITNESS AND OPERABILITY OF MODIFICATIONS NOT MADE BY DIGITAL.

IF THE SOFTWARE FAILS TO FUNCTION FOR REASONS STATED ABOVE, THE CUSTOMER'S WARRANTY WILL BE INVALIDATED AND ALL SERVICE CALLS WILL BE BILLABLE AT THE PREVAILING PER CALL RATES.

